comparison group. See Lacouture/Ruesterholz Reply Decl. ¶¶ 29-31. During that same period, approximately 98 percent or more of the high-capacity loops in all three jurisdictions did not experience troubles in any month, and Verizon's mean time to repair the few loops that did experience troubles was comparable to the mean time to repair for the retail comparison group. See id. ¶¶ 37-39, 41-43. Verizon's provisioning and maintenance and repair performance for high-capacity loops also has remained excellent in Virginia, where volumes are higher. See id. ¶¶ 36, 40, 44.

Two commenters (AT&T and FiberNet) nonetheless repeat claims addressed in the state proceedings and prior section 271 proceedings concerning Verizon's rejection of orders for high-capacity loops where facilities are not available. See AT&T at 20-25; FiberNet at 11-14. As Verizon explained in the Application, however, Verizon follows exactly the same practice of unbundling high-capacity loops in all three jurisdictions at issue here as it does in its 271-approved states, which the Commission has repeatedly found to comply with the checklist. See Virginia Order ¶¶ 141-144; Pennsylvania Order ¶¶ 90-92; New Jersey Order ¶ 151; Lacouture/Ruesterholz MD Decl. ¶ 108; Lacouture/Ruesterholz DC Decl. ¶ 103; Lacouture/Ruesterholz WV Decl. ¶ 102. That should be the end of the matter.[29]

Transport. Verizon demonstrated in its Application that it provides unbundled dedicated and shared transport using the same processes and procedures as in its 271-approved states, and that its performance in providing transport has been excellent. See Application at 41-42;

[29] FiberNet and AT&T also claim that ordering a special access circuit where high-capacity loop facilities are not available requires an additional step in the ordering process. See FiberNet at 14; AT&T at 22-23. As Verizon has explained, however, while it has no checklist obligation to do so, Verizon has now implemented in all three jurisdictions at issue here a process by which Verizon will automatically provision a special circuit for a CLEC that wants it in circumstances where facilities are not available for the high-capacity loop. See Lacouture/Ruesterholz Reply Decl. ¶ 54.

Lacouture/Ruesterholz MD Decl. ¶¶ 203, 209; Lacouture/Ruesterholz DC Decl. ¶¶ 194, 200; Lacouture/Ruesterholz WV Decl. ¶ 190. And that continues to be the case for the two most recent months for which performance reports are available. See Lacouture/Ruesterholz Reply Decl. ¶¶ 178-180. No party challenges any aspect of Verizon's performance.

Starpower and US LEC claim (at 21) that Verizon improperly "resists selling UNE Dedicated Transport to CLECs for interconnection trunks." But the Commission rejected this same claim in the Virginia Order, see Virginia Order ¶ 61, and Starpower and US LEC fail to provide a basis for the Commission to reach a different result here. In any event, Verizon does provide unbundled dedicated transport to Starpower in the Washington, D.C. LATA, which Starpower obtains at UNE rates even for central offices in which it is has not obtained collocation. See Lacouture/Ruesterholz Reply Decl. ¶ 182.

Dark Fiber. Verizon demonstrated in its Application that the processes and procedures used to provide dark fiber are substantially the same as those used in Virginia, see Lacouture/Ruesterholz MD Decl. ¶ 214; Lacouture/Ruesterholz DC Decl. ¶ 205; Lacouture/Ruesterholz WV Decl. ¶ 200, where the Commission found that Verizon's provision of dark fiber satisfies the Act, see Virginia Order ¶ 145; Pennsylvania Order ¶¶ 109-113; New Hampshire/Delaware Order ¶ 18; Vermont Order ¶ 56.[30] The public service commissions in Maryland, the District, and West Virginia have all reached the same conclusion. See Maryland PSC December 17th Letter at 1; DC PSC Report at 45; WV PSC Report at 73.

A few CLECs nonetheless repeat claims from the state proceedings — and from the Virginia 271 proceeding — regarding Verizon's processes for providing information about the

[30] For example, Verizon will provide information on the availability of dark fiber on alternative routes where dark fiber is not available on the direct route, and has included provisions to this effect in its Model Interconnection Agreement. See Lacouture/Ruesterholz Reply Decl. ¶ 198.

availability of dark fiber. See FiberNet at 24; AT&T at 30-31; Core at 18-20. But Verizon makes available in all three jurisdictions the same three forms of dark fiber information that it makes available in Virginia, which the Commission found satisfied the checklist requirements. See Lacouture/Ruesterholz MD Decl. ¶ 223; Lacouture/Ruesterholz DC Decl. ¶ 211; Lacouture/Ruesterholz WV Decl. ¶ 209; Lacouture/Ruesterholz Reply Decl. ¶¶ 191, 194-196; Virginia Order ¶ 147; see also Pennsylvania Order ¶ 109; Vermont Order ¶ 56.[31]

A few CLECs also repeat claims regarding Verizon's policies with respect to parallel provisioning of dark fiber and collocation arrangements. See FiberNet at 24-25; AT&T at 29; Core at 20.[32] Although these CLECs acknowledge that Verizon has agreed to take the same checklist-compliant steps in the three jurisdictions at issue here that Verizon has taken in Virginia, they contend that Verizon has not demonstrated that it has a legally binding commitment to take those steps. As Verizon explained in its Application, however, it has included provisions for parallel provisioning in an amendment to an interconnection agreement that it has negotiated with one CLEC in Maryland, and has entered into a Joint Stipulation in West Virginia pursuant to which it is required to "propose terms and conditions for its dark fiber

[31] As Verizon explained in its Application, pursuant to the requirements of the Maryland PSC, Verizon has agreed to include termination points for fiber facilities contained in serving wire center maps. See Lacouture/Ruesterholz MD Decl. ¶ 223; Letter from Catherine I. Riley, et al., Maryland PSC, to William R. Roberts, Verizon, at 5 (Dec. 16, 2002) ("Maryland PSC December 16th Letter") (Application, App. Q-MD, Tab 28). While AT&T complains (at 30-31) that Verizon has not made the same commitment to provide such information in the District and West Virginia, that is irrelevant given that what Verizon provides in Maryland goes beyond what the checklist requires. Moreover, the dark fiber information that Verizon provides in the District and West Virginia is the same as what it provides in Virginia, where the Commission has found that Verizon satisfies the checklist.

[32] One CLEC (Core) complains (at 21) that Verizon has not provided it with dark fiber across LATA boundaries, but cites no authority for such a requirement. In fact, Verizon is not required to provide dark fiber across LATA boundaries, and may even be legally prohibited from doing so. See Qwest Nine-State Order ¶¶ 356, 488-490 (holding that Qwest met its checklist obligations with respect to dark fiber after Qwest had divested its interLATA dark fiber).

product that implement those rulings on dark fiber" ultimately made by the Commission in its Virginia arbitration after reconsideration, appeal, modification, or final adjudication. See Application at 44-45; Lacouture/Ruesterholz MD Decl. ¶ 221; Lacouture/Ruesterholz WV Decl. ¶ 207. Verizon also has modified its Model Interconnection Agreement to include provisions for parallel provisioning, and CLECs in Maryland and West Virginia have executed that agreement. See Lacouture/Ruesterholz MD Decl. ¶¶ 220-221; Lacouture/Ruesterholz DC Decl. ¶ 212; Lacouture/Ruesterholz WV Decl. ¶¶ 206-207; Lacouture/Ruesterholz Reply Decl. ¶ 200. These steps are consistent with what the FCC has previously held is sufficient to satisfy the Act. See, e.g., Massachusetts Order ¶¶ 175-181.

UNE Combinations. Verizon demonstrated in its Application that it provides the same preassembled combinations of network elements that it provides in its states that have received section 271 approval, including both new platforms and loop and transport combinations (i.e., EELs). See Application at 45; Lacouture/Ruesterholz MD Decl. ¶ 224; Lacouture/Ruesterholz DC Decl. ¶ 213; Lacouture/Ruesterholz WV Decl. ¶ 210; Lacouture/Ruesterholz Reply Decl. ¶ 183; Virginia Order ¶ 59; New Hampshire/Delaware Order ¶ 18; Pennsylvania Order ¶ 73; New Jersey Order ¶ 18; Massachusetts Order ¶¶ 117-118; Rhode Island Order ¶ 72; Vermont Order ¶ 44; Maine Order ¶ 42. No party takes issue with any part of this showing, nor argues that Verizon's provision of UNE combinations is somehow inconsistent with the Commission's rules.

FiberNet and AT&T are the only CLECs that take issue with Verizon's provision of combinations, repeating claims from the state proceedings regarding the methods for ordering loop and transport combinations. See FiberNet at 17-18; AT&T at 32-33.[33] As Verizon

[33] Although FiberNet claims (at 16-17) that it has been unable to order loop and transport

these kinds of loops/transport combinations, despite the fact that no other CLEC has ever previously requested them. See Lacouture/Ruesterholz Reply Decl. ¶ 188. Verizon also has agreed to handle FiberNet's request to convert a large number of lines to loop/transport combinations on a project basis, and has designated a project manager who is increasing the daily volumes and shortening the interval for these conversions, which Verizon now expects to complete by the end of February 2003. See id. ¶ 189.

4. Signaling.

Verizon demonstrated in its Application that it provides competing carriers in Maryland, the District, and West Virginia with access to its databases and signaling using the same nondiscriminatory processes and procedures that it uses in its 271-approved states. See Application at 74; Lacouture/Ruesterholz MD Decl. ¶ 301; Lacouture/Ruesterholz DC Decl. ¶ 290; Lacouture/Ruesterholz WV Decl. ¶ 287; Virginia Order ¶ 193; Pennsylvania Order ¶ 120; New Hampshire/Delaware Order ¶ 135; New Jersey Order ¶ 164; Massachusetts Order ¶ 222; Rhode Island Order ¶ 97; Vermont Order ¶ 59; Maine Order ¶ 52. The public service commissions in all three jurisdictions have found that Verizon satisfies this checklist item. See Maryland December 17th Letter at 1; DC PSC Report at 53; WV PSC Report at 87.

Starpower claims (at 16-21) that Verizon is improperly charging it special access rates, rather than UNE rates, for signaling links. As Verizon explained in its Application, its billing of Starpower was entirely appropriate because Starpower ordered its signaling links as special access. See Application at 75 n.59; Lacouture/Ruesterholz MD Decl. ¶ 308; McLean/Webster Reply Decl. ¶ 41. Nonetheless, as Starpower acknowledges (at 20-21), in an effort to resolve this billing dispute, Verizon is converting Starpower's signaling links to UNEs where Starpower's configurations qualify for conversion, and Verizon will provide Starpower with a credit for the difference between the access rates and the UNE rates. See Lacouture/Ruesterholz Reply Decl.

¶ 203; McLean/Webster Reply Decl. ¶ 41; see also Application at 75 n.59; Lacouture/Ruesterholz MD Decl. ¶ 308.

5. Number Portability.

Verizon demonstrated in its Application that it uses the same processes and procedures to provide number portability in Maryland, the District, and West Virginia as it uses in its 271-approved states. See Application at 76; Lacouture/Ruesterholz MD Decl. ¶ 328; Lacouture/Ruesterholz DC Decl. ¶ 316; Lacouture/Ruesterholz WV Decl. ¶ 313; Virginia Order ¶ 191; Pennsylvania Order ¶ 120; New Hampshire/Delaware Order ¶ 134; New Jersey Order ¶ 164; Massachusetts Order ¶ 222; Rhode Island Order ¶ 97; Vermont Order ¶ 59; Maine Order ¶ 52. Verizon also demonstrated that its performance in porting numbers to CLECs has been excellent, and that continues to be the case. For example, in November and December 2002, Verizon met the due date on more than 95 percent of the orders for LNP that were performed on a stand-alone basis (and in most cases 97 percent or more), and on more than 96 percent of the LNP orders that were performed in conjunction with hot cuts (and in most cases 98 percent or more), in all three jurisdictions. See Lacouture/Ruesterholz Reply Decl. ¶¶ 204-206. Moreover, the public service commissions in all three jurisdictions have found that Verizon satisfies this checklist item. See Maryland December 17th Letter at 1; DC PSC Report at 54; WV PSC Report at 87.

Starpower claims (at 26-27) that, when it obtains and submits a number portability request for a customer that previously received Verizon voice service and also had data service on the line, the request is rejected by Verizon's systems until the customer successfully terminates its data service. Starpower is confused. When voice and data service are provided over a single line, and the customer served by that line decides to change its voice-service provider, both the voice and the data services must be disconnected to effectuate the change. See

McLean/Webster Reply Decl. ¶ 15. Verizon accordingly requires that the customer take the steps necessary to terminate its DSL service before Verizon will disconnect its line. See id. This ensures that both the data provider and the end user's ISP are notified that the service will be disconnected. See id. The end user's Customer Service Record (CSR), which can be reviewed by the CLEC using the pre-order interfaces, informs the CLEC that the customer's line also has data (i.e., line sharing), which enables the CLEC to inform its customer of the necessary steps to terminate its DSL service before the CLEC ever submits an order to Verizon. See id. ¶ 16.

6. Local Dialing Parity.

Verizon demonstrated in its Application that it provides local dialing parity throughout its service areas in Maryland, the District, and West Virginia using substantially the same processes and procedures as in its 271-approved states. See Application at 77; Lacouture/Ruesterholz MD Decl. ¶ 332; Lacouture/Ruesterholz DC Decl. ¶ 320; Lacouture/Ruesterholz WV Decl. ¶ 317; Lacouture/Ruesterholz Reply Decl. ¶ 208; Virginia Order ¶ 193; Pennsylvania Order ¶ 120; New Hampshire/Delaware Order ¶ 135; New Jersey Order ¶ 164; Massachusetts Order ¶ 222; Rhode Island Order ¶ 97; Vermont Order ¶ 59; Maine Order ¶ 52. The public service commissions in all three jurisdictions have found that Verizon satisfies this checklist item. See Maryland December 17th Letter at 1; DC PSC Report at 55; WV PSC Report at 90.

FiberNet complains that Verizon is not doing enough to facilitate FiberNet's efforts to establish interconnection arrangements with other carriers in adjacent states and distant LATAs — arrangements that FiberNet claims are necessary to establish the same interLATA Extended Area Service ("EAS") calling areas that are available to Verizon's customers. See FiberNet at 56-59; see also DOJ Eval. at 3 n.4. But as both the West Virginia PSC and this Commission's Wireline Bureau have recognized, neither the dialing parity or other provisions of the Act nor the Commission's rules require Verizon to establish physical interconnection arrangements between carry its calls from West Virginia to ILECs in distant LATAs or adjacent states. See id. ¶ 212; FiberNet at 59 n.37.

Finally, FiberNet also appears to be complaining (at 57) about Verizon's inability to route FiberNet's traffic from West Virginia to distant LATAs or adjacent states through Verizon's tandem switches. But FiberNet's interconnection agreement with Verizon does not require Verizon to route FiberNet's interLATA traffic through its tandems to another carrier. See Lacouture/Ruesterholz Reply Decl. ¶ 213. FiberNet had requested such an arrangement with Verizon nearly two years ago, but it was not pursued for a number of reasons, and FiberNet did not seek to arbitrate or challenge that determination. See id. ¶ 214. Moreover, the reasons for not pursuing this arrangement two years ago continue to apply today and demonstrate that such arrangements are infeasible. See id.

7. Reciprocal Compensation.

The public service commissions in Maryland, the District, and West Virginia have all found that Verizon's provision of reciprocal compensation to CLECs satisfies the requirements of the Act. See Maryland December 17th Letter at 1; DC PSC Report at 57-58; WV PSC Report at 94-95. No party raises any issue relating to Verizon's provision of reciprocal compensation that relates to what this Commission has consistently held is relevant under the checklist.

FiberNet contends (at 61) that Verizon has improperly refused to pay reciprocal compensation for Internet-bound traffic that exceeds the 3:1 presumption established by this Commission. But, as this Commission has consistently held, Internet-bound traffic is not subject to 47 U.S.C. § 251(b)(5), which means that reciprocal compensation for such traffic is not an issue under the checklist. See Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001), remanded, WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), petition for cert. pending, No. 02-980 (U.S. filed Dec. 23, 2002); 47 U.S.C. § 271(c)(2)(B)(xiii); id. § 252(d)(2); New Jersey Order ¶ 160; Georgia/Louisiana Order ¶ 272; Pennsylvania Order ¶ 119; Connecticut Order ¶ 67; Massachusetts Order ¶ 215; Kansas/Oklahoma Order ¶ 251.[34] Moreover, in the period for which it is seeking compensation, the West Virginia PSC had in place a presumption that traffic exceeding the 3:1 ratio "is not subject to reciprocal compensation payments absent a showing that the traffic is not Internet-bound." WV PSC Report at 94. FiberNet has not only failed to make such a showing, but concedes that its traffic is all Internet-bound, and is therefore not entitled to reciprocal compensation under either the federal or the state laws that were in effect during the relevant time period.[35]

Starpower claims (at 25-26) that Verizon's Model Interconnection Agreements in Maryland, the District, and West Virginia contain provisions that improperly exclude reciprocal compensation for virtual foreign exchange ("virtual FX") traffic. But, as Verizon has recently explained in detail, it is under no obligation to pay reciprocal compensation for virtual FX traffic, which, by definition, is not "local" traffic. See Ex Parte Letter from Ann Berkowitz, Verizon, to

[34] Although the D.C. Circuit remanded the Commission's determination in May 2002, "the court did not vacate it and [the Commission's] rules remain in effect." Georgia/Louisiana Order ¶ 272. Thus, since the remand, the Commission has continued to hold that "whether a BOC pays reciprocal compensation for Internet-bound traffic 'is not relevant to compliance with checklist item 13.'" New Jersey Order ¶ 160 (quoting Connecticut Order ¶ 67); see also Georgia/Louisiana Order ¶ 272 ("[W]e continue to find that whether a carrier pays such compensation is 'irrelevant to checklist item 13.'"). Moreover, in the Virginia Order, the Commission found that Verizon's provision of reciprocal compensation satisfies the Act, see Virginia Order ¶ 193, and Verizon provides reciprocal compensation in Maryland, the District, and West Virginia in the same manner as in Virginia.

[35] As Verizon has recently explained in an ex parte letter, it also is in the process of resolving several outstanding billing disputes in Maryland and the District of Columbia. See Xspedius at 1-8; Ex Parte Letter from Ann Berkowitz, Verizon, to Marlene Dortch, FCC, WC Docket No. 02-384 (FCC filed Jan. 22, 2003). These disputes likewise involve the payment of reciprocal compensation for Internet-bound traffic and are therefore not relevant to the Commission's inquiry here.

Marlene Dortch, FCC, WC Docket No. 02-384 (FCC filed Jan. 29, 2003). This is indeed the conclusion reached by the overwhelming majority of state commissions that have considered this issue. See id. at 2 & n.1. Thus, like Internet-bound traffic, virtual FX traffic is not subject to section 251(b)(5) and is accordingly not an issue under the checklist. In any event, even if Starpower's claims were not completely without merit, they would, at most, raise new "interpretative disputes concerning the precise content of an incumbent LEC's obligations to its competitors, disputes that our rules have not yet addressed and that do not involve *per se* violations of the Act or our rules, are not appropriately dealt with in the context of a section 271 proceeding." Pennsylvania Order ¶ 92 Kansas/Oklahoma Order ¶ 19 (same). Thus, consistent with this precedent, there is no need for the Commission to address Starpower's claims in this proceeding. And that is all the more true given that those claims do not raise a checklist issue.

8. Resale.

Verizon demonstrated in its Application that, in Maryland, the District, and West Virginia, it makes services available for resale in the same manner and using essentially the same processes and procedures as in its 271-approved states. See Application at 78-79; Lacouture/Ruesterholz MD Decl. ¶ 341; Lacouture/Ruesterholz DC Decl. ¶ 330; Lacouture/Ruesterholz WV Decl. ¶ 330; Lacouture/Ruesterholz Reply Decl. ¶ 219; Virginia Order ¶ 193; Pennsylvania Order ¶¶ 93-95; New Hampshire/Delaware Order ¶ 135; New Jersey Order ¶ 161; Massachusetts Order ¶¶ 217-221; Rhode Island Order ¶ 94; Vermont Order ¶ 59; Maine Order ¶ 52. Verizon also demonstrated that its performance in providing resold services to CLECs has been excellent, and that continues to be the case. For example, in all three jurisdictions, in November and December 2002, Verizon met more than 99 percent of its installation appointments for CLECs that did not require the dispatch of a Verizon technician. See Lacouture/Ruesterholz Reply Decl. ¶¶ 220-225. Moreover, the public service commissions in all three jurisdictions have found that Verizon satisfies this checklist item. See Maryland December 17th Letter at 1; DC PSC Report at 59; WV PSC Report at 95.

Only one commenter — the National ALEC Association — raises an issue with respect to this checklist item, arguing (at 6-9) that, in Maryland, Verizon fails to provide the same number of free directory assistance calls each month that Verizon provides to its retail customers. To support its claim, National ALEC points to a few of the other states in Verizon's territory where Verizon provides resellers with the same monthly allowance of free directory assistance calls as it provides retail customers. As explained below, the Maryland PSC has adopted a different rate structure than other states in Verizon's region, and once that difference is taken into account it is clear that the resale discount established by the Maryland PSC satisfies the requirements of the Act. See Pricing Reply Decl. ¶¶ 22-28.

As Verizon has explained, most states in Verizon's region — including all of those cited by National ALEC — have adopted separate wholesale discounts for CLECs that use Verizon's directory assistance services than for CLECs that provide directory assistance themselves. Under the typical rate structure, the discount is smaller when Verizon provides the directory assistance because it avoids fewer costs under that scenario. See id. ¶ 23. Maryland, by contrast, has adopted the same wholesale discount (19.87 percent) for lines that include Verizon's directory assistance service and lines that do not. See id. ¶ 24. The effect of this is to provide resellers a larger discount for lines that include Verizon's directory assistance than the discount to which they would ordinarily be entitled, and consequently to deny Verizon recovery of all the costs to which it would ordinarily be entitled. See id. ¶ 27. In recognition of this, the Maryland PSC established per-call charges for resellers that use Verizon's directory assistance service. See id. ¶ 24. Thus, instead of following the course of most states and providing resellers that purchase Verizon's directory assistance a smaller discount with some fixed number of "free" directory assistance calls, the Maryland PSC chose instead to give those resellers a larger discount at the outset with no free calls. See id.[36]

Of course, this does not mean that resellers' customers ultimately pay more in Maryland than in other states — they do not — just that the manner in which they pay is different. See Pricing Reply Decl. ¶ 28. Indeed, for the average customer in Maryland — who makes approximately two directory assistance calls per month — the rate structure adopted by the PSC provides a larger overall discount than would result if the PSC adopted an approach that included the smaller discount for lines with Verizon directory assistance that the PSC's staff advocated (16.63 percent) together with free directory assistance calls. See id. ¶ 28.[37]

It is equally clear that the rate structure adopted by the Maryland PSC is consistent with the resale provisions of the Act. Section 251(c)(4) establishes a duty for an incumbent LEC "to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail." 47 U.S.C. § 251(c)(4). As Verizon demonstrated in its Application, in Maryland, as in Verizon's 271-approved states, Verizon satisfies this duty by offering for resale at wholesale rates all the services that it provides at retail — including directory assistance service. See Lacouture/Ruesterholz MD Decl. ¶ 341. Section 251(c)(4) does not require that an incumbent LEC offer services at wholesale using the same rate structure that it uses for retail customers. In fact, this Commission has consistently held that state commissions have discretion to establish different rate structures for wholesale rates. See, e.g., New Jersey Order ¶ 72; Virginia Order

[36] Significantly, after the Maryland PSC approved the resale directory assistance tariff about which the resellers are now complaining, no party appealed the PSC's decision to federal district court. See Pricing Reply Decl. ¶ 22.

[37] The Commission has held that it is appropriate to rely on statewide averages in computing the rates that CLECs' customers pay. See, e.g., New Jersey Order ¶ 53.

¶ 118; Maine Order ¶ 29. Thus, although the Maryland PSC has approached the issue of any free directory assistance call allowance differently from other states, its approach both is consistent with the Act and — as described above — favors the resellers.

9. Operations Support Systems.

Verizon demonstrated in its Application that it provides CLECs operating in Maryland, the District, and West Virginia with access to various checklist items through the same operations support systems serving Virginia, including the same common interfaces that are used in all of Verizon's 271-approved states. See Application at 81; McLean/Webster Decl. ¶ 5; McLean/Webster Reply Decl. ¶ 4. The Commission has found that these OSS, as well as Verizon's interfaces and gateways, are in place, fully operational, handling commercial volumes, and satisfy the requirements of the Act in all respects. See Virginia Order ¶ 22; Pennsylvania Order ¶¶ 11-12; New Hampshire/Delaware Order ¶ 95; New Jersey Order ¶¶ 74-75; Massachusetts Order ¶¶ 50, 70, 90, 95, 97, 102, 114; Rhode Island Order ¶¶ 58-71; Vermont Order ¶¶ 39-40; Maine Order ¶¶ 35-36; New York Order ¶ 82; Connecticut Order ¶ 53. Moreover, the public service commissions in all three jurisdictions have likewise concluded that Verizon's OSS satisfy the requirements of the Act. See Maryland PSC December 17th Letter at 1; DC PSC Report at 64; WV PSC Report at 47.

AT&T complains (at 18-19) that the collocation bills that Verizon provides electronically in the BOS-BDT format are not fully auditable because the CLLI code and the Access Service Group ("ASG") code appear together only in the Customer Service Record section of the bill, while the Other Charges and Credits ("OC&C") section contains just the ASG code. According to AT&T, this requires it to cross-reference the ASG and CLLI codes manually. There is no merit to this claim. The industry guidelines published by Telcordia do not require inclusion of the CLLI code in the OC&C section. See McLean/Webster Reply Decl. ¶ 36. Moreover, AT&T

can program its own software to match the ASG and the CLLI codes using the corresponding records in the CSR section of the BOS-BDT bills that it receives. See id. In any event, in response to a change request by CLECs, Verizon plans to implement an enhancement to its BOS-BDT with the February 2003 release that will add the CLLI code following the ASG code in the OC&C section of the BOS-BDT bill. See id.

Apart from this single minor issue raised by AT&T, only one CLEC — FiberNet — takes issue with Verizon's OSS. FiberNet's claims merely repeat claims that they raised in the state proceeding and that the West Virginia PSC rejected. FiberNet's comments here fail to provide any basis for overruling the PSC's carefully reached determination.

First, FiberNet claims (at 35) that it "routinely fines [sic] errors in the billing it receives from Verizon-WV," and that Verizon "will continue billing FiberNet for service to an end-user after that end-user has been disconnected."[38] But FiberNet fails to provide any specific evidence to support its bare assertions, which is fatal to its claims.[39] In any event, the West Virginia PSC has found that Verizon's billing performance has "consistently exceeded" the relevant benchmarks, there has been "a substantial reduction of the number of outstanding claims and

[38] FiberNet also claims (at 40-41) that KPMG's test of Verizon's billing systems was somehow inadequate, but, as the West Virginia PSC notes, "KPMG testified in the Maryland 271 proceeding that the Virginia billing systems — which are the same as West Virginia's — worked 'very, very, very, well,'" and "were the best [it] has reviewed to date across all the regional Bell operating companies." WV PSC Report at 42. Moreover, this Commission found that "KPMG's analysis of Verizon's OSS in Virginia was broad and objective," and "provides meaningful evidence that is relevant to our analysis of Verizon's OSS." Virginia Order ¶ 27; see also id. ¶ 41 ("KPMG conducted a comprehensive test of Verizon's expressTRAK billing system"); McLean/Webster Reply Decl. ¶ 20.

[39] See, e.g., Massachusetts Order ¶ 76 (rejecting claims that are "not supported . . . by any specific evidence"); Texas Order ¶ 50 ("Mere unsupported evidence in opposition will not suffice."); New Jersey Order ¶ 126 (rejecting "general assertions" about Verizon's wholesale billing performance as "not persuasive"); WV PSC Report at 45 ("Nor does FiberNet provide any support for its claims that Verizon WV continues to bill FiberNet incorrectly even after a dispute has been granted, or continues to bill for service to an end user after the end user has been disconnected.").

disputed dollars," and "instances of double billing have been virtually eliminated." WV PSC Report at 42.

Second, FiberNet recycles its claims (at 35-36) that it has $2 million in outstanding billing disputes with Verizon in West Virginia, some of which have been unresolved for nine months, and that it had to submit 172 duplicate billing disputes in instances where it contends that Verizon originally failed to assign FiberNet a claim number and then claimed it had no record of the original dispute. Verizon provides CLECs that submit billing disputes with the information necessary to track their claims. See McLean/Webster Reply Decl. ¶ 26. When a CLEC submits a dispute, Verizon acknowledges the claim within two business days and provides the CLEC with a claim number for tracking and identification. See id. If the CLEC has not provided sufficient information for Verizon to investigate the claim, it will be rejected with an explanation of the additional information required, and no claim number is assigned until the claim is resubmitted with the necessary information. See id. The West Virginia PSC found that Verizon's records indicate that "[o]nly approximately $21,000 in FiberNet claims remain open," and, while "[d]ifferences between FiberNet's records and Verizon's records remain, . . . Verizon continues to work with FiberNet to reconcile their records." WV PSC Report at 43; see McLean/Webster Reply Decl. ¶ 25. Through this reconciliation process, and based on additional information provided by FiberNet, Verizon was able to identify 142 claims in its claims tracking system associated with the disputed amount cited by FiberNet. See McLean/Webster Reply Decl. ¶ 25. Verizon resolved all of these claims. See id. [40]

[40] There is no merit to the National ALEC Association's claims (at 3-4) that some of its members have billing disputes that exceed the amounts of outstanding disputes cited by Verizon. In one case, it cites to a dispute that has nothing to do with a billing error; in another, it cites to billing errors that are vastly inflated (by a factor of 50) and outdated. See McLean/Webster Reply Decl. ¶¶ 31-32.

Third, FiberNet claims (at 27) that the WebGUI "often operates too slowly to be used," "usually around 3 pm EST," and that the WebGUI went down completely for one day in October 2002 and was difficult to access on one other day in that month. As Verizon explained in its Application, however, Verizon's WebGUI has consistently met or exceeded the 99.5-percent prime time availability standard. See McLean/Webster Decl. ¶ 34; WV PSC Report at 40. That also continues to be the case for the most two months for which data are available. See McLean/Webster Reply Decl. ¶ 8. And while Verizon's systems may seem to operate more slowly at around 3:00 pm, this affects retail operations as well as CLECs because this is the period when the underlying systems typically are handling the largest volume of activity. See McLean/Webster Decl. ¶ 34. It also is the time when the Internet itself receives some of its heaviest use, which may slow transactions for CLECs that use the Internet to submit their transactions. See id.

Fourth, FiberNet claims (at 28-29) that the order confirmations it receives from Verizon (particularly for complex orders) are often missing critical information. But FiberNet fails to specify what information it believes is missing, or provide any specific examples of this actually occurring — omissions that are fatal to its claim. See Massachusetts Order ¶ 76; Texas Order ¶ 50; see also WV PSC Report at 40 ("No party has come forward with meaningful evidence that refutes Verizon WV's showing regarding its ordering OSS.").[41] In any event, Verizon has demonstrated in its Application that its performance in returning order confirmations to CLECs is excellent, see McLean/Webster Decl. ¶ 68, and that continues to be the case in the two most

[41] As Verizon explained in its Application, during the workshops in West Virginia, Verizon investigated 21 examples of incomplete order confirmations provided by FiberNet, 12 of which turned out to be more than 18 months old; on the remaining nine, there was "incomplete" information on only four, and in each case the confirmation was a confirmation of a supplemental order for which complete information had been provided. See McLean/Webster Decl. ¶ 72; McLean/Webster Reply Decl. ¶ 12.

recent months for which data are available, see McLean/Webster Reply Decl. ¶ 11. Moreover, KPMG evaluated the completeness and accuracy of Verizon's order confirmations and was satisfied with all test points. See id.; KPMG, Verizon Inc. Virginia OSS Evaluation Project Final Report (Version 2.0) at 144 (Apr. 15, 2002) ("KPMG Final Report") (VA Application App. D, Tab 5).[42]

Finally, FiberNet claims (at 31-34) that it has had problems opening trouble tickets and in getting those trouble tickets resolved. According to FiberNet, from September 17-20, 2002, it tried to open 25 trouble tickets with Verizon in West Virginia, but was successful in opening only four. But Verizon's records prove otherwise: four of the 25 calls that FiberNet supposedly made were duplicates; three were improperly placed to internal Verizon telephone numbers, rather than the Verizon Wholesale Customer Care Center ("WCCC"); 12 resulted in the opening of trouble tickets by the WCCC; one resulted in FiberNet being advised that they had already reported the trouble and a ticket had been opened; and, in the remaining five instances, Verizon's WCCC could find no record of the calls that FiberNet claimed it made. See McLean/Webster Reply Decl. ¶ 65. Moreover, KPMG's evaluation of Verizon's support for CLECs included Verizon's WCCC and other Help Desks. KPMG was satisfied with Verizon's performance in Virginia for every test point. See KPMG Final Report at 25-87.[43]

[42] FiberNet also fails to provide any specific evidence in support of its claim (at 31) that certain information was missing from the customer service requests ("CSRs") that it received. In the state proceeding, FiberNet provided three examples of information missing from CSRs, one of which Verizon addressed with a system fix on September 4, 2002; for the other two examples, Verizon was unable to identify any missing information. See McLean/Webster Reply Decl. ¶ 10.

[43] There also is no merit to FiberNet's claim (at 31) that it has had trouble ordering new services, which it again fails to support with specific evidence. Verizon's wholesale website provides to CLECs substantial documentation on how to order new products, and Verizon also has conducted workshops to provide CLECs further guidance. See McLean/Webster Reply Decl. ¶ 13.

III. VERIZON SATISFIES THE PUBLIC-INTEREST TEST.

Verizon demonstrated in its Application that there is significant local competition in Maryland, the District, and West Virginia; that Verizon's local markets in all three jurisdictions will remain open after Verizon obtains section 271 approval; and that permitting Verizon to provide interLATA service in those jurisdictions will vastly enhance consumer welfare by increasing both local and long distance competition. See Application at 97-108. The public service commissions in all three jurisdictions have agreed. See Maryland PSC December 17th Letter at 1; DC PSC Report at 16; WV PSC Report at 95-96. A handful of CLECs quibble with a few of these findings, but their arguments are unavailing.

Local Competition. Verizon demonstrated in its Application that, in Maryland, the District, and West Virginia, there is extensive competition from carriers using all three entry paths provided under the Act. See Application at 98-102; Torre Decl. Att. 1 ¶ 4, Att. 2 ¶ 4, Att. 3 ¶ 4. A few parties nonetheless argue that approving Verizon's Application is not in the public interest because the substantial and growing residential competition in these states is somehow too little. See, e.g., AT&T at 66-67; MD OPC at 3-4; Sprint at 8-12.[44] But the Commission has repeatedly rejected this very claim.[45] And, while AT&T claims (at 66) that there "has been

[44] The Maryland and District of Columbia Offices of the People's Counsel also repeat claims from the state proceedings that Verizon's estimates of facilities-based lines were inflated due to the reliance on E911 listings. See MD OPC at 3; DC OPC at 19. But, as the Commission has recently held, this methodology has "been used in previous section 271 applications that have been approved by the Commission," and, while it "necessarily produce[s] estimates [that] may be inexact, . . . we find [it] to be reasonable." Qwest Nine-State Order ¶ 32; see also Torre Decl. ¶ 5 (explaining why the use of E911 listings to estimate facilities-based lines is a reliable methodology).

[45] See, e.g., Pennsylvania Order ¶ 126 ("Given an affirmative showing that the competitive checklist has been satisfied, low customer volumes or the failure of any number of companies to enter the market in and of themselves do not undermine that showing."); Vermont Order ¶ 63; Maine Order ¶ 59; New Jersey Order ¶ 168. The Commission also has repeatedly rejected Sprint's claim (at 4-6, 11) that Verizon's Application should be denied because of the

almost no UNE-based entry in the three jurisdictions," the facts show otherwise. For example, Verizon demonstrated in its Application that CLECs in the three jurisdictions were using approximately 107,000 voice-grade stand-alone loops (75,000 in Maryland, 12,000 in the District, and 20,000 in West Virginia), and approximately 48,200 UNE platforms (41,000 in Maryland, 5,400 in the District, and 1,800 in West Virginia). See Application at 23-24.

In contrast to AT&T's rhetoric, the DOJ has confirmed that the opportunities to serve residential customers in all three jurisdictions are the same as the opportunities to serve business customers. See DOJ Eval. at 7-8; see also Maine Order ¶ 59; Vermont Order ¶ 63. And the DOJ also found that business competition in all three jurisdictions is extensive. See DOJ Eval. at 8; see also Torre Decl. Att. 1 ¶ 5, Att. 2 ¶ 5, Att. 3 ¶ 5. In addition, Verizon has demonstrated that it has taken the same steps to open its markets in Maryland, the District, and West Virginia as it has taken in other 271-approved states. See Application at 10-17; Lacouture/Ruesterholz MD Decl. ¶¶ 8-9; Lacouture/Ruesterholz DC Decl. ¶¶ 8-9; Lacouture/Ruesterholz WV Decl. ¶¶ 8-9; McLean/Webster Decl. ¶¶ 5, 7-8. Thus, there is no conceivable reason to believe that the level of residential competition in any of the three jurisdictions has anything to do with Verizon's efforts to open its local markets. The facts instead show that "factors beyond the control of the BOC, such as individual competitive LEC entry strategies," are responsible. New Jersey Order ¶ 168; see Georgia/Louisiana Order ¶ 282.

Allegations of Anticompetitive Conduct. A few parties allege that Verizon has engaged in a variety of anticompetitive activities, but their claims do not withstand scrutiny.

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supposed "crisis" in the CLEC industry and the alleged failure of Bell companies to compete with each other. See, e.g., Rhode Island Order ¶ 106; Vermont Order ¶ 64; Maine Order ¶ 60; New Jersey Order ¶ 168 & n.516.

FiberNet alleges (at 64-65) that Verizon has made improper statements to FiberNet's customers in attempting to win them back to Verizon. Although FiberNet cites three supposed instances of this, it has failed to provide sufficient detail for Verizon to perform a thorough investigation. See Pricing Reply Decl. ¶ 43. Verizon does, however, have extensive processes and procedures in place to ensure that its sales personnel do not make disparaging remarks about competitors and to ensure that, if such conduct occurs, appropriate disciplinary actions are taken. See id. ¶ 44. In any event, the Commission has held that allegations of improper winback activities are not properly raised for the first time in a section 271 proceeding, but are instead more appropriately addressed in a complaint or enforcement proceeding. See, e.g., Georgia/Louisiana Order ¶ 303; Virginia Order ¶ 207; New Hampshire/Delaware Order ¶ 168.

CloseCall attaches a complaint that it has filed with the Maryland PSC arguing that Verizon was "impermissibly tying its enhanced and local exchange services by refusing to provide voice mail and line sharing DSL services on loops over which its competitors provide local exchange services." CloseCall at 2.[46] But this issue has been resolved by this Commission repeatedly, and it has consistently held that there is simply no federal requirement for Verizon to provide these services on a wholesale or stand-alone basis. See, e.g., Georgia/Louisiana Order ¶ 157; BellSouth Five-State Order ¶ 164; Florida/Tennessee Order ¶ 178.

Performance Assurance Plan. Verizon stated in its Application that it was or would be subject to comprehensive Performance Assurance Plans in each of the three jurisdictions that mirror the plans in Verizon's 271-approved states and that place an amount at risk that is

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[46] North County Communications also attaches a complaint, filed with the West Virginia PSC, alleging violations of West Virginia state law. As the Commission has held, a section 271 proceeding is not the appropriate forum in which to address matters of state law interpretation, which are instead matters "appropriate for consideration by state authorities." Virginia Order ¶ 12 n.36.

proportionately the same as the amounts at risk in New York and Virginia. See Application at 102, 104-107; Guerard/Canny/DeVito Decl. ¶¶ 90-96, 116-117.[47] AT&T nonetheless argues (at 59) that Verizon "has refused to agree that it will not challenge the basic (general) authority of the PSCs [in each state] to modify or enforce the PAPs." AT&T misconstrues Verizon's position. As Verizon explained in its Application (at 106 n.88), the performance assurance plans approved by the state commissions in Maryland, West Virginia, and Washington, D.C., are ones to which Verizon has already consented. Verizon does not dispute the state commissions' authority to enforce the terms of those voluntary plans. Indeed, in the other ten states where Verizon has agreed to plans that are virtually identical to those in Maryland, West Virginia, and Washington, D.C., Verizon has never challenged the authority of those commissions to enforce those voluntary plans. Instead, Verizon reserves the right to dispute the authority of the state commissions to modify the existing, voluntary plans without Verizon's consent and to enforce the nonconsensual modifications to those plans. This is the same position that Verizon has taken in every prior section 271 application that this Commission has approved; in each of those instances, this Commission found that the voluntary plan provides "strong assurance" that local markets will remain open after Verizon's Application is approved. E.g., New York Order ¶ 429.

[47] On January 24, 2003, the New York PSC adopted additional changes to the New York Plan, which will take effect in that state in the March 2003 reporting month. See Ex Parte Letter from Ann Berkowitz, Verizon, to Marlene Dortch, FCC, WC Docket No. 02-384 (FCC filed Jan. 30, 2003). Pursuant to the terms of the Plans adopted by the Maryland, Washington, D.C., and West Virginia commissions, Verizon soon will submit revised Plans in those jurisdictions, based on the changes that the New York PSC adopted, which will not take effect until approved by the respective public service commissions. See id. at 2.

CONCLUSION

Verizon's Application to provide interLATA service originating in Maryland, Washington, D.C., and West Virginia should be granted.

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GLOSSARY OF 271 ORDERS

BellSouth Five-State Order	Joint Application by BellSouth Corporation, et al., for Provision of In-Region, InterLATA Services in Alabama, Kentucky, Mississippi, North Carolina, and South Carolina, Memorandum Opinion and Order, 17 FCC Rcd 17595 (2002)
California Order	Application by SBC Communications Inc., et al., for Authorization To Provide In-Region, InterLATA Services in California, Memorandum Opinion and Order, 17 FCC Rcd 25650 (2002)
Connecticut Order	Application by Verizon New York Inc., et al., for Authorization to Provide In-Region, InterLATA Services in Connecticut, Memorandum Opinion and Order, 16 FCC Rcd 14147 (2001)
Florida/Tennessee Order	Application by BellSouth Corporation, et al., for Authorization To Provide In-Region, InterLATA Services in Florida and Tennessee, Memorandum Opinion and Order, 17 FCC Rcd 25828 (2002)
Georgia/Louisiana Order	Joint Application by BellSouth Corporation, et al., for Provision of In-Region, InterLATA Services in Georgia and Louisiana, Memorandum Opinion and Order, 17 FCC Rcd 9018 (2002)
Kansas/Oklahoma Order	Joint Application by SBC Communications Inc., et al., for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, Memorandum Opinion and Order, 16 FCC Rcd 6237 (2001), aff'd in part and remanded, Sprint Communications Co. v. FCC, 274 F.3d 549 (D.C. Cir. 2001)
Maine Order	Application by Verizon New England Inc., et al., for Authorization to Provide In-Region, InterLATA Services In Maine, Memorandum Opinion and Order, 17 FCC Rcd 11659 (2002)
Massachusetts Order	Application by Verizon New England Inc., et al., For Authorization to Provide In-Region, InterLATA Services in Massachusetts, Memorandum Opinion and Order, 16 FCC Rcd 8988 (2001), aff'd in part, dismissed in part, and remanded in part, WorldCom, Inc. v. FCC, 308 F.3d 1 (D.C. Cir. 2002)

Michigan Order	Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In Michigan, Memorandum Opinion and Order, 12 FCC Rcd 20543 (1997)
New Hampshire/Delaware Order	Application by Verizon New England Inc., et al., for Authorization To Provide In-Region, InterLATA Services in New Hampshire and Delaware, Memorandum Opinion and Order, 17 FCC Rcd 18660 (2002)
New Jersey Order	Application by Verizon New Jersey Inc., et al., for Authorization To Provide In-Region, InterLATA Services in New Jersey, Memorandum Opinion and Order, 17 FCC Rcd 12275 (2002)
New York Order	Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York, Memorandum Opinion and Order, 15 FCC Rcd 3953 (1999), aff'd, AT&T Corp. v. FCC, 220 F.3d 607 (D.C. Cir. 2000)
Pennsylvania Order	Application of Verizon Pennsylvania Inc., et al., for Authorization To Provide In-Region, InterLATA Services in Pennsylvania, Memorandum Opinion and Order, 16 FCC Rcd 17419 (2001), appeal pending, Z-Tel Communications, Inc. v. FCC, No. 01-1461 (D.C. Cir.)
Qwest Nine-State Order	Application by Qwest Communications International, Inc. for Authorization To Provide In-Region, InterLATA Services in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming, Memorandum Opinion and Order, 17 FCC Rcd 26303 (2002)
Rhode Island Order	Application by Verizon New England Inc., et al., for Authorization To Provide In-Region, InterLATA Services in Rhode Island, Memorandum Opinion and Order, 17 FCC Rcd 3300 (2002)
Texas Order	Application by SBC Communications Inc., et al., Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas, Memorandum Opinion and Order, 15 FCC Rcd 18354 (2000)

Vermont Order	Application by Verizon New England Inc., et al., for Authorization To Provide In-Region, InterLATA Services in Vermont, Memorandum Opinion and Order, 17 FCC Rcd 7625 (2002), appeal dismissed, AT&T Corp. v. FCC, No. 02-1152, 2002 WL 31619058 (D.C. Cir. Nov. 19, 2002)
Virginia Order	Application by Verizon Virginia Inc., et al., for Authorization to Provide In-Region, InterLATA Services in Virginia, Memorandum Opinion and Order, 17 FCC Rcd 21880 (2002)

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Reply Appendix A

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